

**TELECOMMUNICATIONS SERVICES**

---

**RCLEC, INC.**

**TARIFF NO. 1**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE AND  
INTEREXCHANGE TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF SOUTH CAROLINA**

**TELECOMMUNICATIONS SERVICES**

---

## TABLE OF CONTENTS

Title Page.....	Cover
Table of Contents.....	1
Check Sheet .....	2
Tariff Format .....	3
Concurring, Participating and Connecting Carriers .....	4
Explanation of Symbols .....	4
Application of Tariff .....	5
Notice Concerning All Terms and Conditions and Rates .....	6
Section 1 - Technical Terms and Abbreviations .....	7
Section 2 - Rules and Regulations .....	13
Section 3 - Description of Service .....	36
Section 4 – Rates .....	41
Section 5 – Miscellaneous .....	46

**TELECOMMUNICATIONS SERVICES**

---

**CHECK SHEET**

Sheets 1 through 45, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the Original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original	31	Original
1	Original	32	Original
2	Original	33	Original
3	Original	34	Original
4	Original	35	Original
5	Original	36	Original
6	Original	37	Original
7	Original	38	Original
8	Original	39	Original
9	Original	40	Original
10	Original	41	Original
11	Original	42	Original
12	Original	43	Original
13	Original	44	Original
14	Original	45	Original
15	Original	46	Original
16	Original		
17	Original		
18	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		

---

Issued: February 19, 2015

Effective:

John Marlow, Chief Executive Officer  
RCLEC, Inc.  
20 Davis Drive  
Belmont, CA 94002

**TELECOMMUNICATIONS SERVICES**

---

**TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2  
2.1  
2.1.1  
2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

**TELECOMMUNICATIONS SERVICES**

---

**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify an increase
- (L) To signify matter relocated without change
- (N) To signify new rate or regulation
- (R) To signify reduction
- (T) To signify change in text but no change in rate or regulation

**TELECOMMUNICATIONS SERVICES**

---

**APPLICATION OF TARIFF**

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate communications services by RCLEC, Inc., (hereinafter "Company"). This tariff is on file with the South Carolina Public Service Commission ("Commission"), and copies can be inspected, during normal business hours, at Company's principal place of business at 20 Davis Drive, Belmont, CA 94002.

The Company offers only wholesale local exchange and interexchange services to other providers.

---

Issued: February 19, 2015

Effective:

John Marlow, Chief Executive Officer  
RCLEC, Inc.  
20 Davis Drive  
Belmont, CA 94002

**TELECOMMUNICATIONS SERVICES**

---

“NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES”

“The Public Service Commission of South Carolina (“Commission” or “SCPSC”) requires that each telephone company’s Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 et seq. and the regulations found in South Carolina Code Binder 26, Chapter 103, and Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina statute or SCPSC rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Subarticle 1 – General

Subarticle 2 – Records and Reports including Complaints, Accidents, Interruption of Service, and Service Reports

Subarticle 3 – Customer Relations including Standards for Customer Deposits, Billing, Denial or Discontinuance of Service, Directories and Termination of Service

Subarticle 4 – Engineering

Subarticle 5 – Inspection and Tests

Subarticle 6 – Standards and Quality of Service

Subarticle 7 – Safety

Subarticle 8 – Telecommunication Relay Service Advisory Committee

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**ACCESS SERVICE(S)** - The Company's intrastate telephone services offered pursuant to this Tariff.

**10BASE-T** - An Ethernet LAN that works on twisted pair wiring that is similar to telephone cable.

**ACTUAL COST** - Any costs charged against a special case or circumstance, including any appropriate taxes or other overhead.

**AUTHORIZED USER** - A user who is a customer, or a person authorized by a customer that uses the Company's services. An Authorized User is responsible for compliance with this tariff.

**BASE STATION** - All of the radio equipment located at one fixed station (tower or existing high structure) in a cellular/wireless network, used for communicating with mobile terminals. A Base Station is what links mobile phones to a wireless carrier's network.

**BATTERY BACKUP** - The name given to a secondary power supply, usually a direct current battery, to provide power in the absence of the main power supply.

**BEST-EFFORT INTERNET ACCESS** - A classification of low priority network traffic used especially in relation to the Internet. Different kinds of traffic have different priorities. Videoconferencing and other types of real-time communication, for example, require a certain minimum guaranteed bandwidth and latency and so must be given a high priority. Electronic mail, on the other hand, can tolerate an arbitrarily long delay and is classified as a "best-effort" service.

**CARRIER HOTEL** - A carrier hotel, also called a colocation center, is a secure physical site or building where data communications media converge and are interconnected.

**CHANNEL or CIRCUIT** - A communications path between two or more endpoints, at a transmission speed agreed to between Company and Customer.

**COLOCATION** - An arrangement whereby the facilities of Customer are terminated with the equipment necessary to provide interconnection for the purpose of accessing the Services offered by Company.

**COLOCATION SPACE** - The space designated by Company for the installation of Customer's equipment for Collocation.

**COMMISSION**: The South Carolina Public Service Commission ("Commission").



**TELECOMMUNICATIONS SERVICES**

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

**COMMON VOIP PATH** - A designated path dedicated to voice requiring the highest level of clarity/QoS. A technology for transmitting voice, such as ordinary telephone calls, over packet-switched data networks. Also called IP telephony.

**COMPANY** - RCLEC, Inc. ("RCLEC"), the issuer of this Tariff, and its concurring subsidiaries.

**CONVERGENT DATA NETWORK** - The efficient coexistence of telephone, video and data communication within a single network. The use of multiple communication modes in a single network offers convenience and flexibility not possible with separate infrastructures. Network convergence is also called media convergence.

**CROSS-CONNECT** - A connection provided to Customer from any Company POP to the facilities of Customer or another Service Provider approved by Company.

**CUSTOMER** - The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff, including Service Providers.

**DESIGN LAYOUT REPORT or DLR** - A record containing the technical information that describes the facilities and terminations provided at the request of Customer by the Company to the Customer. The technical information is needed by Company to design the overall service and includes such items as cable makeup (gauge, loading, length, etc.), channel bank type and system mileage, signaling termination compatibility, etc.

**DIRECT INTERNET ACCESS (DIA)** - Metropolitan Ethernet Access service that supports IP IPv4 protocol and is intended for eventual connection to the Internet by the Customer.

**EMERGENCY POWER** - A source of power that becomes available, usually automatically, when normal power line service fails. For networks, this very often refers to generator power.

**ETHERNET** - A technology based on the 10BASE-T Ethernet CSMA/CD network access method to accommodate the operation of local area networks (LANs).

**EXCHANGE POINT** - a remote Carrier Hotel that can support Wholesale Transit Services but not Wholesale Access Services.

**FACILITIES** - Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office equipment, etc., utilized to provide the Services offered under this Tariff.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

**GATEWAY** - A network node equipped for interfacing with another network.

**GATEWAY ROUTER** - A device on a network that is responsible for the establishment of mutually acceptable administrative procedures between two or more networks.

**GBPS** - Gigabits per second, denotes billions of bits per second.

**HIGH DEFINITION MULTICAST** - An enhanced or high definition transmission of a single sender and multiple receivers on a network.

**INDIVIDUAL CASE BASIS or ICB** - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

**INTERACTIVE VIDEO SESSION** - A combination of video and computer technology in which the user's actions, choices, and decisions affect the way in which the program unfolds.

**INTEREXCHANGE SERVICE** - Any of the Company's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.

**INTERNET PROTOCOL or IP** - The protocol that specifies the format of information packets transported over the Internet, including how the packets are addressed for delivery.

**IPTV** - A system where a digital television service is delivered using Internet Protocol over a network infrastructure, which may include delivery by a broadband connection. A general definition of IPTV is television content that, instead of being delivered through traditional broadcast and cable formats, is received by the viewer through the technologies used for computer networks.

**JOINT USER** - Joint or shared user service is a shared service arrangement which permits the business telephone exchange service of a subscriber to be used, within the limits and capabilities of the service and facilities provided to the subscriber, by individuals, firms or corporations not associated with the subscriber in business.

**KBPS** - Kilobits per second, denotes thousands of bits per second.

**LOCAL AREA NETWORK or LAN** - A short distance data communications network connecting computers and peripherals under a standard protocol inside a building or a campus. The LAN provides high bandwidth communications over coaxial cable, twisted pair, fiber or microwave media. LANs typically are owned by the Customer.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

**MBPS** - Megabits per second, denotes millions of bits per second.

**MEET-ME FIBER DISTRIBUTION** - A "carrier neutral" telecom hotel status to ensure autonomy in connections to consumers, Service Providers and tenants. This is the location in the Carrier Hotel where Service Providers are connected to the Company network.

**MONTHLY RECURRING CHARGE or MRC** - Monthly charges to the Customer for Services, facilities or equipment, which continue and are billed to Customer each month for the duration of the Service.

**MULTICAST** - Communication between a single sender and multiple receivers on a network.

**POINT OF PRESENCE** - or POP - A point of presence is an artificial demarcation point or interface point between communicating entities.

**QUALITY OF SERVICE or QOS** - The performance specification of a communications channel or system. QoS may be quantitatively indicated by channel or system performance parameters, such as signal-to-noise ratio (S/N), bit error ratio (BER), message throughput rate, and call blocking or packet dropping probability.

**QOS CONDITIONING** - The ability to provide different priority to different applications, users, or data flows, or to guarantee a certain level of performance to a data flow. For example, a required bit rate, delay, jitter, packet dropping probability and/or bit error rate may be guaranteed.

**SERVICE** - Any means of Service offered herein or any combination thereof.

**SERVICE ORDER** - A written request for Service executed by Customer and Company in the format devised by Company. The signing of a Service Order by Customer and the acceptance by Company, or the use of Service by Customer, initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

**SERVICE PROVIDER** - Any other service provider, including but not limited to other telecommunications providers authorized by the Commission to provide telecommunications service in South Carolina, such as exchange carriers, electronic message service carriers, resellers and interconnect companies, as well as video service providers, Internet service providers.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

**SERVICE COMMENCEMENT DATE** - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

**SERVICE SWITCHING POINT (SSP)** - A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

**SERVING WIRE CENTER** - The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

**SOFTSWITCH** - A central device in a telecommunications network which connects calls from one phone line to another, entirely by means of software running on a computer system. This work was formerly carried out by hardware, with physical switchboards to route the calls.

**STANDARD DEFINITION MULTICAST** - Communication between a single sender and multiple receivers on a network that has a resolution that meets standards but not considered either enhanced definition or high definition.

**SYNCHRONOUS OPTICAL NETWORK or SONET** - Transport network for synchronously multiplexed tributary signals. The standard defines a set of transmission rates, signals and interfaces for fiber optic transmission. The basic electrical signal runs at 51.840 Mbps, approximately 51 times the bandwidth of a standard US, Ti leased line running at 1.544Mbps. SONET grows in multiples of the basic signal into the multi-Gigabit range. SONET has the feature of adding and dropping lower bit-rate signals from the higher bit-rate signal without needing electrical demultiplexing.

**TARIFF** - The rates, charges, rules and regulations adopted and filed by RCLEC, Inc. with the Public Service Commission of South Carolina.

**TOLL FREE** - A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

**TYPE I** - Type I service providers are providers that install network infrastructure, such as network transmission, switching and auxiliary equipment for the provision of telecommunications services. Type I services include fixed line services such as local, domestic long distance and international long distance services, as well as interconnection, leased line, ADSL and satellite services and wireless services such as cellular, including 3G cellular, paging, mobile data and trunked radio services.

**TYPE 2** - Type II service providers are defined as all telecommunications service providers other than Type I service providers. Type II services are divided into special services and general services. Special services include simple resale, VoIP international leased circuits.

**WIRE CENTER** - A building in which one or more central offices, used for the provision of exchange services, are located.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish Access Services in accordance with the terms and conditions set forth in this Tariff.

**2.1.2 Shortage of Facilities**

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

**2.1.3 Terms and Conditions**

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.3 In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

2.1.3.4 This Tariff shall be interpreted and governed by the laws of the State of South Carolina regardless of its choice of laws provision.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability**

- 2.1.4.1 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.1.4.2 The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) Common Carriers;
  - 2) Any unlawful or unauthorized use of the Company's facilities and services;
  - 3) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
  - 4) Breach in the privacy or security of communications transmitted over the Company's facilities;
  - 5) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Sections 2.1.4.1 preceding and this section, 2.1.4.2.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)****2.1.4.2 (Cont'd)**

- 6) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 7) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 8) Any noncompletion of calls due to network busy conditions.

2.1.4.3 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.



**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)**

2.1.4.4 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

**2.1.5 Provision of Equipment and Facilities**

2.1.5.1 Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

2.1.5.2 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

- 1) the through transmission of signals generated by Customer-provided equipment or for the quality of or defects in such transmission; or
- 2) the reception of signals by Customer-provided equipment; or
- 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Ownership of Facilities**

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors or suppliers.

**2.2 Obligations of the Customer****2.2.1 General**

- 2.2.1.1 The Customer shall be responsible for ensuring that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service under this Tariff shall not interfere with or impair Service over facilities of the Company; cause damage to its plant; impair privacy or create hazards to employees or the public;
- 2.2.1.2 The Service provided under this Tariff shall not be used for any unlawful purpose; or used in an abusive manner which would reasonably be expected to frighten, abuse, torment or harass another; or interfere with use of Service by one or more customers; or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits;
- 2.2.1.3 If Customer intends to use the Company's offerings for resale and/or for shared use, Customer may be required to file a letter with the Company confirming that its use of the Company's offering complies with relevant laws and Commission regulations, policies, orders, guidelines and decisions;
- 2.2.1.4 The Customer shall be responsible for the payment of all applicable charges pursuant to this Tariff, including without limitation, charges for visits by the Company's employees or agents to the Customer's Premises when a Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer or another Service Provider;

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.2 Obligations of the Customer (Cont'd)****2.2.1 General (Cont'd)**

- 2.2.1.5 The Customer shall be responsible for damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Customer; or noncompliance by the Customer; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of Company's employees or agents;

**2.2.2 Prohibited Uses**

- 2.2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2.2 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.2.2.3 A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

**2.2.3 Customer Premises Provisions**

- 2.2.3.1 The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.2.3.2 The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.3     Liability of the Customer**

- 2.3.1     The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

**2.4     Deposits**

- 2.4.1     The Company does not charge its customers deposits.

**2.5     Advanced Payments**

- 2.5.1     The Company does not charge its customers deposits.

**2.6     Claims**

- 2.6.1     To the extent caused by any negligent or intentional act of the Customer as described in 2.2.1.2 preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.6 Claims (Cont'd)**

- 2.6.2 The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited, to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

**2.7 Payment Arrangements****2.7.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

**2.7.1.1 Taxes**

All South Carolina and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

**2.7.2 Return Check Charge**

A return check charge of twenty-five dollars (\$25.00) will be assessed for checks made payable to the Company and returned for insufficient funds. For service billed on behalf of the Company, any applicable return check charges will be assessed pursuant to S.C. Code Section 34-11-70.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.7 Payment Arrangements (Cont'd)****2.7.3 Billing and Collection of Charges (Cont'd)**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

2.7.3.1 Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.

2.7.3.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

2.7.3.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.7.3.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.7.3.5 Any charges for service provided by the Company but did not appear on a customer's invoice can be back billed for a period of up to twenty-four (24) months from the date of discovery of the un-billed charges.

2.7.3.6 A penalty cannot be applied to a prior penalty amount.

2.7.3.7 If service is disconnected by the Company in accordance with Section 2.7.4 following and later reinstalled, service will be subject to all applicable installation charges as described in 2.8.2 in this tariff. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges found in 2.13 in this tariff.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.7 Payment Arrangements (Cont'd)****2.7.4 Billing Disputes****2.7.4.1 General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount.

In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

**2.7.4.2 Late Payment Charge**

RCLEC will assess a late payment charge equal to 1.5% for any past due balance that exceeds thirty (30) days. A late payment penalty may be assessed only once on any bill for rendered services. Late payment penalties shall comply with the Commission's Regulation 103-622.2.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.7 Payment Arrangements (Cont'd)****2.7.4 Billing Disputes (Cont'd)****2.7.4.3 Adjustments or Refunds to the Customer**

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.
- 5) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.



**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.7 Payment Arrangements (Cont'd)****2.7.4 Billing Disputes (Cont'd)****2.7.4.4 Unresolved Billing Disputes**

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer is required to take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company a disagreement remains as to the disputed amount, the Customer may contact:

Consumer Services Division of the South Carolina Office of Regulatory Staff (ORS)

1401 Main Street, Suite 900

Columbia, SC 29201

1-800-922-1531 or 803-737-5230

<http://www.regulatorystaff.sc.gov>

Please contact the Office of Regulatory Staff (ORS) to attempt to informally resolve an issue prior to filing a formal complaint with the Commission.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.7 Payment Arrangements (Cont'd)****2.7.5 Refusal or Discontinuance by Company**

RCLEC may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given proper notification in accordance with South Carolina statutes and regulations to comply with any rule or remedy any deficiency:

- 2.7.5.1 For non-compliance with or violation of any South Carolina, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.7.5.2 For use of telephone service or any other Company property for purposes other than that described in the application for service.
- 2.7.5.3 For neglect or refusal to provide reasonable access to RCLEC or its agents for the purpose of inspection and maintenance of equipment owned by RCLEC or agents.
- 2.7.5.4 For noncompliance with or violation of Commission regulation or RCLEC's rules and regulations on file with the Commission, provided ten days written notice is given before termination.
- 2.7.5.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer.
- 2.7.5.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others. Within twenty-four (24) hours after such termination, the Company shall send written notification to the Customer of the reasons for termination or refusal of service upon which the Company relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.
- 2.7.5.7 Without notice in the event of tampering with the equipment or services owned by RCLEC or its agents. Within twenty-four (24) hours after such termination, the Company shall send written notification to the Customer of the reasons for termination or refusal of service upon which the Company relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.7 Payment Arrangements (Cont'd)****2.7.5 Refusal or Discontinuance by Company (Cont'd)**

2.7.5.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, RCLEC may, before restoring service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the Company shall send written notification to the Customer of the reasons for termination or refusal of service upon which the Company relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.

2.7.5.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

**2.8 Ordering****2.8.1 General**

A Service Order will be required by the Company to provide Customer with new Services or to provide changes to existing Services. Upon receipt of a properly completed Service Order, the Company will specify a Firm Order Commitment (FOC) and an estimated Service Date based on the type and quantity of Services requested.

**2.8.2 Charges**

Due to the special and limited nature of the services offered by the Company, and the requirement that the Customer be a carrier, all terms and conditions for Customer requests for new, additional, changed or modified services; discontinuance for any reason and/or restoration of service; cancellation of service orders will be provided for in an ICB between the Company and the customer.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.8 Ordering (Cont'd)****2.8.3 Notice to Company for Cancellation of Service**

Pursuant to South Carolina statute and regulations, a Customer may cancel an existing service by providing three (3) days written notice to the Company.

**2.8.4 Cancellation of Service Order**

Customer may cancel a Service Order for the installation of Service on any date prior to the service commencement date or notification by the Company that Service is available for Customer's use. The cancellation date is the date the Company receives written notice from the Customer that the Service Order is to be canceled.

**2.8.5 Modification of Service Order**

Customer may request a modification of its Service Order or Service prior to the Service Commencement Date. All modifications must be in writing. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every reasonable effort to accommodate a requested modification when it is able to do so within the normal work force assigned to complete such Service Order within normal business hours.

**2.8.6 Minimum Period of Service**

The minimum period for which Services are provided and for which rates and charges are applicable is one year unless otherwise specified.

**2.8.7 Customer Overpayment**

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be at the rate prescribed by the Commission. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.9     Allowances for Interruptions in Service****2.9.1   General**

- 2.9.1.1   A credit allowance will be given when service is interrupted, except as specified in 2.9.1.4 following. A service is interrupted when it becomes inoperative to the Customer (e.g. the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff).
- 2.9.1.2   An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.9.1.3   If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.9.1.4   No credit allowance will be made for any interruption in service:
- Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
  - Due to the failure of power, equipment, systems, connections or services not provided by the Company;
  - Due to circumstances or causes beyond the control of the Company;
  - During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.9 Allowances for Interruptions in Service (Cont'd)**

**2.9.2 Limitations of Allowances**

- 2.9.2.1 During any period in which the Customer continues to use the service on an impaired basis;
- 2.9.2.2 During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.9.2.3 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.9.2.4 That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.9.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.9 Allowances for Interruptions in Service (Cont'd)****2.9.4 Application of Credits for Interruptions in Service**

- 2.9.4.1 Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2.9.4.2 For calculating credit allowances, every month is considered to have thirty (30) days.
- 2.9.4.3 A credit allowance will be given for interruptions in service of fifteen (15) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one twenty-four (24)-hour period shall be considered as one interruption.
- 2.9.4.4 Interruptions of twenty-four (24) Hours or Less  
Interruption Period

<u>Length of Interruption</u>	<u>To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.9 Allowances for Interruptions in Service (Cont'd)****2.9.4 Application of Credits for Interruptions in Service (Cont'd)**

2.9.4.5 Continuous Interruption Over twenty-four (24) Hours and Less Than seventy-two (72) Hours. Interruptions over twenty-four (24) hours and less than seventy-two (72) hours will be credited one-fifth (1/5) day for each three-hour (3) period or fraction thereof that occurs following the expiration of the initial twenty-four (24)-hour period. No more than one full day's credit will be allowed for any period of twenty-four (24) hours.

2.9.4.6 Interruptions Over seventy-two (72) Hours. Interruptions over seventy-two (72) hours will be credited two (2) days for each full twenty-four (24)-hour period that occurs following the expiration of the initial 72-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

**2.9.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12)-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

**2.10 Customer Liability for Unauthorized Use of the Network****2.10.1 Unauthorized Use of the Network**

2.10.1.1 Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent or implied authority to use the Network obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network makes fraudulent use of the Network to obtain the Company's services provided under this Tariff or uses specific services that are not authorized.

2.10.1.2 The following activities constitute fraudulent use:

- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;



**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.10 Customer Liability for Unauthorized Use of the Network (Cont'd)****2.10.1 Unauthorized Use of the Network (Cont'd)****2.10.1.2 (Cont'd)**

- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's Tariffed charges by either rearranging, tampering or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

**2.10.2 Liability for Unauthorized Use**

- 2.10.2.1 Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees or the public.
- 2.10.2.2 The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- 2.10.2.3 The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.11 Reciprocal Compensation Arrangements****2.11.1 General**

Reciprocal Compensation Arrangements are available to Other Network Providers (ONP) who are also certificated providers of local exchange service. Under a Reciprocal Compensation Arrangement, the Company compensates the ONP for Company traffic terminating on the ONP's network and the ONP compensates the Company for ONP traffic terminating on the Company's network.

The Company will negotiate Reciprocal Compensation Arrangements with ONPs on a case-by-case basis.

In the absence of negotiated arrangements between the Company and ONPs, the Company's Reciprocal Compensation Arrangements to ONPs will be no higher than those of the incumbent carrier for the region in which that incumbent is providing service.

Recognizing the technical constraints of cellular carriers and other smaller carriers where it is not technically possible for the Company to interconnect directly to each of another carrier's switching offices, the Company will pay charges when requested by the carrier for traffic that it terminates on such carrier's network as specified above until such time as that carrier interconnects, through its own facilities or a third carrier's facilities, directly to a Company switching office or negotiates alternative arrangements.

**2.11.2 Measurement of Access Minutes and Determination of Balance**

All traffic subject to a Reciprocal Compensation Arrangement will be considered terminating for usage measurement purposes, i.e., Company traffic is terminating to the ONP and ONP traffic is terminating to the Company. Usage measurement will begin when the Company entry switch receives answer supervision from the Company's Customer's switching office or from the ONP's point of termination, whichever occurs later. Usage measurement will end when the Company's entry switch receives disconnect supervision from the Company's Customer's office or from the ONP's point of termination, whichever occurs first.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.12 Inspection, Testing and Adjustment**

- 2.12.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment relating to the Service. The Company may interrupt Service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.12.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the Customer's Premises at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities or equipment.
- 2.12.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.

**2.13 Reconnection Charge**

A reconnection fee of \$25.00 per occurrence, per account, may be charged when service is re-established for Customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged.

**2.14 Operator Service Rules**

The Company will not provide Operator Services. It will be the responsibility of the resale carrier to provide Operator Services to its customers.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.15    Access to Carrier of Choice**

Customers of the Company's local service shall have the right to select the interexchange telecommunications service provider (IXC) of their choice. The IXC should request confirmations/ verifications of choice from its Customers no later than the date of submission of its first bill to the Customer. RCLEC should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

**2.16    Universal Emergency Telephone Number Service (911, E911)**

2.19.1 RCLEC does not provide 911 services for its wholesale customers. The Customer is responsible for providing 911 services for its end users.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 3 - SERVICE DESCRIPTIONS****3.1 Wholesale Transit Services**

Wholesale Transit Service is a private line transport that provides connectivity from a Company Gateway at one of its Carrier Hotels through an Internet Protocol Open Shortest Path First (OSPF) Ethernet path, Direct Circuit, Channel, wavelength division multiplexer, or sub path thereof specifically dedicated to the use of a service provider as a Customer to one of the Customer's Premises. Wholesale Transit Services provide connectivity on a metropolitan Ethernet basis. Wholesale Transit Services are priced based on bandwidth and QoS Conditioning with no usage sensitive cost element.

Wholesale Transit Services described in this section allow the Company to extend Wholesale Local Loop Services from a Company Carrier Hotel Gateway to a Customer's Premises. Both Wholesale Transit Services and Wholesale Local Loop Services are dependent upon the availability of facilities and will be provided at the discretion of the Company and priced on an Individual Case Basis, applied in a nondiscriminatory manner.

The following Wholesale Transit Services are offered pursuant to this Tariff:

T- I (Trunk, level 1 - 1.544 Mbps)  
DS3 (Digital Signal, level 3 - 44.736 Mbps)  
OC3 (Optical Carrier, level 3 - 155.52 Mbps)  
OC 12 (Optical Carrier, level 12, SONET channel - 622.08 Mbps)  
OC48 (Optical Carrier, level 48, SONET channel - 2,488.32 Gbps)  
OC 192 (Optical Carrier, level 192, SONET channel -9.953 Gbps)

**Ethernet Transit Service**

Each Wholesale Transit Service represents transmission capacity and protocol specific to the ordered Service. Company does not guarantee the use of equipment specifically dedicated to any Customer. Company reserves the right to limit the number of Wholesale Transit Services on any Service arrangement based upon engineering considerations.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.1 Wholesale Transit Services (Cont'd)**

Wholesale Transit Services may be provided either as Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when the endpoints of the channel are served by another Service Provider's network.

**3.1.1 T-1 Service**

T-1 is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communication.

**3.1.2 DS3**

DS3 is composed of digital channels provided at 44.736 Mbps for the transmission of one-way and two-way communication.

**3.1.3 OC3 Service**

OC3 provides for the direct electrical-to-optical mapping of the STS-3 signal at 155.52 Mbps with frame synchronous scrambling.

**3.1.4 OC12 Service**

OC 12 provides for the direct electrical-to-optical mapping of the STS-48 (SONET) channel of 622.08 Mbps with frame synchronous scrambling.

**3.1.5 OC48 Service**

OC48 provides for the direct electrical-to-optical mapping of the STS-48 (SONET) channel of 2,488.32 Gbps with frame synchronous scrambling.

**3.1.6 OC192 Service**

OC192 provides for the direct electrical-to-optical mapping of the STS-192 (SONET) channel of 9.953 Gbps with frame synchronous scrambling.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.1 Wholesale Transit Services (Cont'd)****3.1.7 Ethernet Transit Service**

Ethernet Transit Service is an optically switched high-speed fiber-based data service that allows a Customer to connect two Company Carrier Hotel Gateway or Exchange Points using packet-based technologies. Ethernet Transit Service is a flexible, easy to use, transport service that uses established Ethernet transport. Ethernet Transit Service allows Customer to connect Customer's equipment located at Company Carrier Hotel or Exchange Points with Company Wholesale Transit Services or other Customer equipment collocated at other Company Gateway locations using native Ethernet protocol. Ethernet Transit Service supports transmission speed from 1 Gbps to 100 Gbps. Ethernet Transit Service provides Customer traffic segmentation enabling private and secure transfer of Ethernet frames over a shared network. Ethernet Transit Service is offered using either the IPv4 or IPv6 protocol.

**3.2 Wholesale Local Loop Service**

Wholesale Local Loop Service is a private line transport that provides connectivity to two or more Company Gateways at its Carrier Hotels through a direct circuit, channel, wavelength division multiplexer, or sub path thereof specifically dedicated to the use of a Service Provider as a Customer. Wholesale Local Loop Service provides connectivity on a Private Metro Ethernet Path or SONET add/drop multiplexer basis. Wholesale Local Loop Service is priced based on distance, bandwidth, and multiplexing technique with no usage sensitive cost element.

Wholesale Transit Services described in Section 2.1 of this Tariff allows the Company to extend Wholesale Local Loop Services from a Company Carrier Hotel Gateway to a Customer's Premises. Both Wholesale Transit Services and Wholesale Local Loop Services are dependent upon the availability of facilities and will be provided at the discretion of the Company and priced on an Individual Case Basis, applied in a nondiscriminatory manner.

**TELECOMMUNICATIONS SERVICES**

---

**39SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.2 Wholesale Local Loop Service (Cont'd)**

The following Wholesale Local Loop Services are offered pursuant to this Tariff:

T-1 (Trunk, level 1 - 1.544 Mbps)  
DS3 (Digital Signal, level 3 - 44.736 Mbps)  
OC3 (Optical Carrier, level 3 - 155.52 Mbps)  
OC 12 (Optical Carrier, level 12, SONET channel - 622.08 Mbps)  
OC48 (Optical Carrier, level 48, SONET channel - 2,488.32 Gbps)  
OC192 (Optical Carrier, level 192, SONET channel - 9.953 Gbps)

Ethernet Transit Service

Each Wholesale Local Loop Service represents transmission capacity and protocol specific to the ordered Service. Company does not guarantee the use of equipment specifically dedicated to any Customer. Company reserves the right to limit the number of Wholesale Local Loop Services on any Service arrangement based upon engineering considerations.

Wholesale Local Loop Services may be provided either as Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when the endpoints of the channel are served by another Service Provider's network.

**3.2.1 T-1 Service**

T-1 is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communication.

**3.2.2 DS3**

DS3 provides digital channels at 44.736 Mbps for the transmission of one-way and two-way communication.

**3.2.3 OC3 Service**

OC3 provides for the direct electrical-to-optical mapping of the STS-3 signal at 155.52 Mbps with frame synchronous scrambling.



**TELECOMMUNICATIONS SERVICES**

---

**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.2     Wholesale Local Loop Service (Cont'd)****3.2.4   OC12 Service**

OC 12 provides for the direct electrical-to-optical mapping of the STS-48 (SONET) channel of 622.08 Mbps with frame synchronous scrambling.

**3.2.5   OC48 Service**

OC48 provides for the direct electrical-to-optical mapping of the STS-48 (SONET) channel of 2,488.32 Gbps with frame synchronous scrambling.

**3.2.6   OC192 Service**

OC192 provides for the direct electrical-to-optical mapping of the STS-192(SONET) channel of 9.953 Gbps with frame synchronous scrambling.

**3.2.7   Ethernet Transit Service**

Ethernet Transit Service is an optically switched high-speed fiber-based data service that allows a Customer to connect two Company Carrier Hotel Gateway or Exchange Points using packet-based technologies. Ethernet Transit Service is a flexible, easy to use, transport service that uses established Ethernet transport technology. Ethernet Transit Service allows Customer to connect Customer's equipment located at Company Carrier Hotel or Exchange Points with Company Wholesale Transit Services or other Customer equipment collocated at other Company Gateway locations using native Ethernet protocol. Ethernet Transit Service supports transmission speed from 1 Gbps to 100 Gbps. Ethernet Transit Service provides Customer traffic segmentation enabling private and secure transfer of Ethernet frames over a shared network. Ethernet Transit Service is offered using either the IPv4 or IPv6 protocol.

**3.2.8   Intrastate, InterLATA InterExchange Service**

RCLEC offers Intrastate, InterLATA InterExchange Service only in conjunction with its Local Exchange Services. The Company does not offer toll service on a stand-alone basis.

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 4 – RATES****4.1 Application of Rates**

The Company may institute volume and term arrangements, which involve discounts on recurring charges, or discounts or waivers of non-recurring charges. Discounts based on volume, term, or promotional arrangements will be available on arrangements where the Customer commits to a term contract of one year or longer.

Nonrecurring and monthly recurring charges apply for each Service furnished by the Company. Monthly recurring charges vary according to the time period for which the Customer commits to take the Service. Unless otherwise noted, these standard rate elements are used in calculating the monthly recurring charge for Services.

Because Type II Service prices are dependent upon another Service Provider's facilities, Type II Service will be provided at the discretion of the Company and priced on an Individual Case Basis, applied in a nondiscriminatory manner.

**Transport Channel - Fixed**

This rate element applies per channel for the transmission facility between the POPs associated with two Customer Premises, between a POP associated with the Customer Premises and a Company Point of Termination, or between two Company Points of Termination.

**Variable Mileage**

This rate element applies per channel for the number of miles (interoffice miles) between the two POPs that serve the terminal locations. Fractions of a mile are rounded up to the next whole mile before rates are applied.

**TELECOMMUNICATIONS SERVICES****SECTION 4 – RATES (CONT'D)****4.2     Wholesale Transit Rates**

		<b>MAXIMUM</b>	<b>CURRENT RATE</b>
<b>T-1</b>			
MRC – Fixed		<b>\$ 140.00</b>	<b>\$ 120.00</b>
MRC – Per Mile		<b>\$ 15.00</b>	<b>\$ 10.00</b>
NRC		<b>\$2,000.00</b>	<b>\$1,500.00</b>
<b>DS3</b>			
MRC – Fixed		<b>\$2,000.00</b>	<b>\$1,400.00</b>
MRC – Per Mile		<b>\$ 50.00</b>	<b>\$ 40.00</b>
NRC		<b>\$2,500.00</b>	<b>\$2,000.00</b>
<b>OC3</b>			
MRC – Fixed		<b>\$5,000.00</b>	<b>\$4,000.00</b>
MRC – Per Mile		<b>\$ 120.00</b>	<b>\$ 100.00</b>
NRC		<b>\$4,000.00</b>	<b>\$3,000.00</b>
<b>OC12</b>			
MRC – Fixed		<b>\$7,000.00</b>	<b>\$6,000.00</b>
MRC – Per Mile		<b>\$ 250.00</b>	<b>\$ 150.00</b>
NRC		<b>\$5,000.00</b>	<b>\$4,000.00</b>
<b>OC48</b>			
MRC – Fixed		<b>\$9,000.00</b>	<b>\$8,000.00</b>
MRC – Per Mile		<b>\$ 300.00</b>	<b>\$ 200.00</b>
NRC		<b>\$6,000.00</b>	<b>\$5,000.00</b>
<b>OC192</b>			
MRC – Fixed		<b>\$11,000.00</b>	<b>\$10,000.00</b>
MRC – Per Mile		<b>\$ 350.00</b>	<b>\$ 250.00</b>
NRC		<b>\$ 8,000.00</b>	<b>\$ 7,000.00</b>

Issued: February 19, 2015

Effective:

John Marlow, Chief Executive Officer  
 RCLEC, Inc.  
 20 Davis Drive  
 Belmont, CA 94002

TELECOMMUNICATIONS SERVICES

---

## SECTION 4 – RATES (CONT'D)

4.2 Wholesale Transit Rates (Cont'd)

		MAXIMUM	CURRENT RATE
<b>Ethernet Transit</b>			
<b>MRC – Fixed</b>			
<b>10GbE</b>		<b>\$3,000.00</b>	<b>\$2,000.00</b>
<b>100GbE</b>		<b>\$4,000.00</b>	<b>\$3,000.00</b>
<b>MRC/per mile</b>			
<b>10GbE</b>		<b>\$ 30.00</b>	<b>\$ 20.00</b>
<b>100GbE</b>		<b>\$ 40.00</b>	<b>\$ 30.00</b>
<b>NRC</b>			
<b>10GbE</b>		<b>\$3,000.00</b>	<b>\$2,000.00</b>
<b>100GbE</b>		<b>\$5,000.00</b>	<b>\$4,000.00</b>

---

Issued: February 19, 2015

Effective:

John Marlow, Chief Executive Officer  
RCLEC, Inc.  
20 Davis Drive  
Belmont, CA 94002

## TELECOMMUNICATIONS SERVICES

## SECTION 4 – RATES (CONT'D)

4.3 Wholesale Local Loop Service

		MAXIMUM	CURRENT RATE
<b>T-1</b>			
MRC – Fixed		\$ 140.00	\$ 120.00
MRC – Per Mile		\$ 15.00	\$ 10.00
NRC		\$2,000.00	\$1,500.00
<b>DS3</b>			
MRC – Fixed		\$2,000.00	\$1,500.00
MRC – Per Mile		\$ 50.00	\$ 40.00
NRC		\$2,500.00	\$2,000.00
<b>OC3</b>			
MRC – Fixed		\$6,000.00	\$5,000.00
MRC – Per Mile		\$ 300.00	\$ 200.00
NRC		\$4,000.00	\$3,000.00
<b>OC12</b>			
MRC – Fixed		\$7,000.00	\$6,000.00
MRC – Per Mile		\$ 250.00	\$ 150.00
NRC		\$5,000.00	\$4,000.00
<b>OC48</b>			
MRC – Fixed		\$9,000.00	\$8,000.00
MRC – Per Mile		\$ 300.00	\$ 200.00
NRC		\$6,000.00	\$5,000.00
<b>OC192</b>			
MRC – Fixed		\$11,000.00	\$10,000.00
MRC – Per Mile		\$ 350.00	\$ 250.00
NRC		\$ 8,000.00	\$ 7,000.00

Issued: February 19, 2015

Effective:

John Marlow, Chief Executive Officer  
RCLEC, Inc.  
20 Davis Drive  
Belmont, CA 94002

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 4 – RATES (CONT'D)****4.3     Wholesale Local Loop Service (Cont'd)**

		<b>MAXIMUM</b>	<b>CURRENT RATE</b>
<b>Ethernet Transit</b>			
<b>MRC – Fixed</b>			
<b>10GbE</b>		<b>\$3,000.00</b>	<b>\$2,000.00</b>
<b>100GbE</b>		<b>\$4,000.00</b>	<b>\$3,000.00</b>
<b>MRC/per mile</b>			
<b>10GbE</b>		<b>\$ 30.00</b>	<b>\$ 20.00</b>
<b>100GbE</b>		<b>\$ 50.00</b>	<b>\$ 40.00</b>
<b>NRC</b>			
<b>10GbE</b>		<b>\$3,000.00</b>	<b>\$2,000.00</b>
<b>100GbE</b>		<b>\$5,000.00</b>	<b>\$4,000.00</b>

---

Issued: February 19, 2015

Effective:

John Marlow, Chief Executive Officer  
RCLEC, Inc.  
20 Davis Drive  
Belmont, CA 94002

**TELECOMMUNICATIONS SERVICES**

---

**SECTION 5 – MISCELLANEOUS****5.1 Miscellaneous Services****5.1.1 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in answer to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this price list. Rates quoted in response to such competitive requests may be different than those specified for such service in this price list. ICB rates will be offered to the Customer in writing. All ICBs will be made available to the PSC and ORS upon request.

Contracts will be used in the circumstance of Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially comparable circumstances. Contracts are obtainable to any similarly situated Customer that places an order within 90 days of their effective date. In the event of a conflict between the Customer and the Company, the contract will take precedence over this price list in regards to resolution of the conflict. Contracts are subject to applicable law of a competent jurisdiction.

**5.1.2 PIC Change Charge**

The customer is charged \$5.00 per account for each request to change their carrier selection.

**5.1.3 Marketing Guidelines**

As a telephone utility under the regulation of the South Carolina Public Service Commission, RCLEC, Inc. hereby asserts and affirms that as a provider of interexchange and local exchange telecommunications services, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of the consumers in South Carolina and will comply with those marketing procedures, if any, set forth by the South Carolina Public Service Commission. Additionally, the Company will be responsible for the marketing practices of any contracted or employees, telemarketers or customer sales representatives for compliance with this provision. The Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete telecommunications traffic within the State of South Carolina.